

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF WEST VIRGINIA
(Martinsburg Division)**

ELECTRONICALLY
FILED
Oct 19 2016
U.S. DISTRICT COURT
Northern District of WV

**SAMANTHA BREIGHNER and
BRITTANNI WOLFE, individually
and on behalf of others similarly
situated,**

Plaintiffs,

v.

Civil Action No. 3:16-cv-144 (Groh)

**VIXEN'S LLC, TABOO GENTLEMEN'S
CLUB LLC, HENRY E. WORCESTER III,
HENRY E. WORCESTER IV, and
CASEY McGEE,**

Defendants.

COMPLAINT

NOW COME Plaintiffs Samantha Breighner and Brittanni Wolfe, by and through their undersigned counsel, and file this Complaint against Defendants Vixen's LLC, Taboo Gentlemen's Club LLC, Henry E. Worcester III, Henry E. Worcester IV, and Casey McGee, making claims to recover unpaid minimum wages and unpaid overtime wages under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq., individually and on behalf of others similarly situated as provided in 29 U.S.C § 216(b), making claims to recover unpaid minimum wages and unpaid overtime wages under the West Virginia Minimum Wage and Maximum Hours Act, W. Va. Code § 21-5C-1 et seq., individually and on behalf of a class others similarly situated pursuant to Federal Rule of Civil Procedure 23, and seeking a declaration under the Declaratory Judgment Act, 28 U.S.C. § 2201, that the mandatory arbitration provision and

waiver of class and collective actions in the “Entertainment License Agreement” between Plaintiffs and Defendants are unconscionable and unenforceable, stating as follows:

PARTIES

1. Plaintiff Samantha Breighner (“Plaintiff Breighner”) is an individual residing in Harrisonburg, Rockingham County, Virginia.

2. Plaintiff Brittanni Wolfe (“Plaintiff Wolfe”) is an individual residing in Sharpsburg, Washington County, Maryland.

3. Defendant Vixen’s LLC (“Vixen’s”) is a Limited Liability Company organized pursuant to the laws of West Virginia, authorized to do business in the State of West Virginia.

4. During the time period relevant to the claims in this action, Vixen’s operated a “gentleman’s club” known as “Vixen’s Gentlemen’s Club” located at 9557 Winchester Avenue, Bunker Hill, West Virginia 25413.

5. During the relevant time period, Vixen’s employed approximately 50 exotic dancers at any particular time to perform semi-nude and nude dances at the Vixen’s Gentlemen’s Club.

6. Defendant Taboo Gentlemen’s Club LLC (“Taboo”) is a Limited Liability Company organized pursuant to the laws of West Virginia, authorized to do business in the State of West Virginia.

7. During the time period relevant to the claims in this action, Taboo operated a “gentleman’s club” known as “Taboo Gentlemen’s Club” located at 18 Royal Crest Drive, Martinsburg, West Virginia 25405.

8. During the relevant time period, Taboo employed approximately 50 exotic dancers at any particular time to perform semi-nude and nude dances at the Taboo Gentlemen's Club.

9. During the relevant time period, Plaintiffs worked at both Vixen's Gentlemen's Club and Taboo Gentlemen's Club pursuant to the same or materially similar Entertainment Licensing Agreements and under the same terms and conditions of employment.

10. Defendant Henry E. Worcester III is an individual residing in Jefferson County, West Virginia.

11. Defendant Henry E. Worcester III is identified as the "manager" and "agent of process" of Vixen's on the Vixen's Limited Liability Company Annual Reports to the West Virginia Secretary of State.

12. Defendant Henry E. Worcester III is a Member of Defendants Vixen's and Taboo and, during the relevant time period, had extensive managerial responsibilities and substantial control over the operation of Vixen's Gentlemen's Club and Taboo Gentlemen's Club.

Defendant Henry E. Worcester III made and/or participated in all material decisions regarding the operations of Vixen's Gentlemen's Club and Taboo Gentlemen's Club including the hiring and termination of employees and purported independent contractors, the determination of rates of compensation, and the payment of compensation, including the payor of compensation.

13. Defendant Henry E. Worcester IV is an individual residing in Jefferson County, West Virginia.

14. Defendant Henry E. Worcester IV is identified as associated with the "notice of process address" in Taboo's "Business Organization Detail" Online Data Services of the West Virginia Secretary of State.

15. Defendant Henry E. Worcester IV is a Member of Defendants Vixen's and Taboo and, during the relevant time period, had extensive managerial responsibilities and substantial control over the operation of Vixen's Gentlemen's Club and Taboo Gentlemen's Club. Defendant Henry E. Worcester IV made and/or participated in all material decisions regarding the operations of Vixen's Gentlemen's Club and Taboo Gentlemen's Club including the hiring and termination of employees and purported independent contractors, the determination of rates of compensation, and the payment of compensation, including the payor of compensation.

16. Defendant Casey McGee is an individual residing in Berkeley County, West Virginia.

17. Defendant Casey McGee is identified as the "manager" and "agent of process" of Taboo on Taboo's Limited Liability Company Annual Reports to the West Virginia Secretary of State.

18. Defendant Casey McGee is a Member of Defendants Vixen's and Taboo and, during the relevant time period, had extensive managerial responsibilities and substantial control over the operation of Vixen's Gentlemen's Club and Taboo Gentlemen's Club. Defendant Casey McGee made and/or participated in all material decisions regarding the operations of Vixen's Gentlemen's Club and Taboo Gentlemen's Club including the hiring and termination of employees and purported independent contractors, the determination of rates of compensation, and the payment of compensation, including the payor of compensation.

19. Upon information and belief, Defendants Vixen's and Taboo comprise an integrated enterprise as Plaintiffs' employer in that they: (1) share management services; (2) share payroll and insurance programs; (3) share services of managers and personnel; (4) share use of office space, equipment and storage; (5) operate their respective entities as a single unit;

(6) have common management, common officers, and common boards of directors; (7) share a centralized source of authority for development of personnel policies; (8) share personnel records and screens and tests for applicants for employment; (9) share a human resource department; (10) have inter-company transfers and promotions of personnel that are common; (11) share the same persons who make the employment decisions for such entities; (12) share common persons who own or control the subject entities; (13) share common officers and directors; and/or (14) have common stock ownership. Such entities have common directors and officers, interrelation between operations, centralized control of labor relations, and a substantial degree of common ownership and financial control.

20. Alternatively, Defendants Vixen's and Taboo acted as Plaintiffs' "joint employer" because each exercised sufficient control over the terms and conditions of Plaintiffs' employment.

21. At all relevant times, Defendants were acting through their agents, supervisors, directors, officers, employees and assigns, including but not limited to Defendants Henry E. Worcester III, Henry E. Worcester IV, and Casey McGee acting on behalf of Defendants Vixen's and Taboo, and within the full scope of such agency, office, employment, or assignment.

JURISDICTION AND VENUE

22. This Court has subject matter jurisdiction over Plaintiffs' claims under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq. ("FLSA") pursuant to 28 U.S.C. § 1331 because this claim arises under the laws of the United States.

23. This Court has supplemental jurisdiction over Plaintiffs' claim under the West Virginia Minimum Wage and Maximum Hours Act, W. Va. Code § 21-5C-1 et seq. pursuant to 28 U.S.C. § 1367.

24. This Court has jurisdiction over Plaintiffs' request for a declaration under the Declaratory Judgment Act, 28 U.S.C. § 2201 because there is an "actual controversy" within this Court's jurisdiction, i.e. Plaintiffs' claims under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq., for this Court to decide.

25. At all relevant times, Plaintiff, and similarly situated employees, were employees of Defendants at Vixen's Gentlemen's Club and Taboo Gentlemen's Club.

26. Venue is appropriate in the U.S. District Court for the Northern District of West Virginia pursuant to 28 U.S.C. § 1391(b) because Defendants reside in this judicial district and a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this judicial district.

FACTS

27. Plaintiff Breighner is an exotic dancer who worked at Vixen's Gentlemen's Club and Taboo Gentlemen's Club from approximately September 2014 through September 2015.

28. When Plaintiff Breighner worked at Vixen's Gentlemen's Club and Taboo Gentlemen's Club, she typically worked no less than 40 hours in a workweek and occasionally worked as many as 80 or more hours in a workweek.

29. Plaintiff Wolfe is an exotic dancer who worked at Vixen's Gentlemen's Club and Taboo Gentlemen's Club from approximately September 2007 through September 2016.

30. When Plaintiff Wolfe worked at Vixen's Gentlemen's Club and Taboo Gentlemen's Club, she typically worked no less than 32 hours in a workweek.

31. Upon being hired by Defendants to perform as an exotic dancer, as a condition of their employment, Plaintiffs were required to enter into an "Entertainment Licensing Agreement" with Defendants Vixen's and Taboo.

32. The Entertainment Licensing Agreement provided that the relationship between Plaintiffs and Defendant Vixen's and Taboo "is that of a licensing agreement" and that "the parties disavow any employment relationship between them."

33. Despite the text of the Entertainment Licensing Agreement, the relationship between Plaintiffs and Defendants was actually that of employer and employee.

34. The management of Vixen's Gentlemen's Club and Taboo Gentlemen's Club periodically issued work schedules for Plaintiffs and similarly situated exotic dancers. Failure by Plaintiffs and the similarly situated exotic dancers to adhere to the schedules would result in the exotic dancers having to "make up" the missed shift or adverse action against the dancer, including termination of the dancer's employment.

35. The management of Vixen's Gentlemen's Club and Taboo Gentlemen's Club also informed Plaintiffs and similarly situated exotic dancers that they were not allowed to work at any clubs other than Vixen's Gentlemen's Club and Taboo Gentlemen's Club, and if the exotic dancers worked at other clubs, they would no longer be allowed to work at Vixen's Gentlemen's Club and Taboo Gentlemen's Club.

36. While working at Vixen's Gentlemen's Club and Taboo Gentlemen's Club, Plaintiffs and similarly situated exotic dancers received no wages. Plaintiffs and similarly situated exotic dancers were compensated exclusively through tips from customers and a portion of monies paid by customers for private dances.

37. Plaintiffs were not paid minimum wages and overtime wages to which they were legally entitled as employees of Defendants.

(Similarly Situated Employees)

38. During the relevant time period, Defendants employed approximately 75 exotic dancers at Vixen's Gentlemen's Club and Taboo Gentlemen's Club at any given time.

39. Each of the exotic dancers performing at Vixen's Gentlemen's Club and Taboo Gentlemen's Club were required to enter into Entertainment Licensing Agreements with Defendants which were the same or materially similar to the Entertainment Licensing Agreement between Plaintiffs and Defendants Vixen's and Taboo.

40. Each of the exotic dancers performing at Vixen's Gentlemen's Club and Taboo Gentlemen's Club were subject to the same terms and conditions of employment as Plaintiffs.

41. Despite the text of the Entertainment Licensing Agreements, the relationship between each of the exotic dancers performing at Vixen's Gentlemen's Club and Taboo Gentlemen's Club and Defendants was actually that of employer and employee.

42. Each of the exotic dancers performing at Vixen's Gentlemen's Club and Taboo Gentlemen's Club was not paid minimum wages and overtime wages to which they were legally entitled as employees of Defendants.

**COUNT ONE: CLAIM FOR UNPAID WAGES AND UNPAID OVERTIME WAGES
UNDER THE FAIR LABOR STANDARDS ACT**

43. Plaintiffs incorporate by reference Paragraphs 1 through 42 of this Complaint as if fully set forth herein.

44. Each Defendant is an "employer" as defined in the FLSA at 28 U.S.C. § 203.

45. Defendants Vixen's and Taboo are each an "enterprise engaged in commerce" as defined in the FLSA at 28 U.S.C. § 203.

46. Defendants Henry E. Worcester III, Henry E. Worcester IV, and Casey McGee, at all relevant times, have been owners and agents of Defendants Vixen's and Taboo, had extensive

managerial responsibilities and substantial control of the terms and conditions of the work of Plaintiffs, and all similarly situated employees, and consequently, are “employers” under the FLSA.

47. Defendants were required to pay Plaintiffs, and all similarly situated employees, minimum wages and overtime wages at a rate of one and one-half times Plaintiffs’ and the similarly situated employees’ regular rates for all hours worked in excess of 40 hours in a work week pursuant to the FLSA, 28 U.S.C. § 207.

48. Defendants failed to pay Plaintiffs and all similarly situated employees all wages and overtime wages due and owing to Plaintiffs and the similarly situated employees in violation of the FLSA, 28 U.S.C. § 207.

49. Defendants’ failure to pay wages and overtime wages in violation of the FLSA was willful.

**COUNT TWO: CLAIM FOR UNPAID WAGES AND UNPAID OVERTIME
WAGES UNDER THE WEST VIRGINIA MINIMUM WAGE AND MAXIMUM
HOURS ACT**

50. Plaintiff incorporates by reference Paragraphs 1 through 49 of this Complaint as if fully set forth herein.

51. Each Defendant is an “employer” as defined in the West Virginia Minimum Wage and Maximum Hours Act at W. Va. Code § 21–5C–1(e).

52. Plaintiffs and similarly situated exotic dancers were “employees” of Defendants as defined in the West Virginia Minimum Wage and Maximum Hours Act at W. Va. Code § 21–5C–1(f).

53. Pursuant to the West Virginia Minimum Wage and Maximum Hours Act, at W. Va. Code § 21–5C–2, after December 31, 2014, Defendants were required to pay Plaintiffs and similarly situated exotic dancers an hourly wage of \$8.00 for each hour worked.

54. Pursuant to the West Virginia Minimum Wage and Maximum Hours Act, at W. Va. Code § 21–5C–2, after December 31, 2015, Defendants were required to pay Plaintiffs and similarly situated exotic dancers an hourly wage of \$8.75 for each hour worked.

55. Pursuant to the West Virginia Minimum Wage and Maximum Hours Act, at W. Va. Code § 21–5C–3, Defendants were required to pay Plaintiffs and similarly situated exotic dancers overtime wages for each hour worked over 40 hours in a workweek at a rate of not less than one and one half times their regular rate.

56. Defendants failed to pay Plaintiffs and all similarly situated exotic dancers all minimum wages and overtime wages due and owing to Plaintiffs and the similarly situated employees in violation of the West Virginia Minimum Wage and Maximum Hours Act.

COUNT THREE: REQUEST FOR DECLARATION THAT THE ARBITRATION PROVISIONS AND WAIVER OF COLLECTIVE AND CLASS ACTIONS IN THE “ENTERTAINMENT LICENSE AGREEMENT” BETWEEN PLAINTIFFS AND DEFENDANTS IS UNCONSCIONABLE AND UNENFORCEABLE

57. Plaintiffs incorporate by reference Paragraphs 1 through 56 of this Complaint as if fully set forth herein.

58. The Declaratory Judgments Act, 28 U.S.C. § 2201, provides that in “a case of actual controversy within its jurisdiction...any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.”

59. An actual controversy exists between Plaintiffs and Defendants regarding Defendants' failure to pay Plaintiffs wages and overtime wages to which they were entitled under the FLSA, and this Court has subject matter jurisdiction over said controversy.

60. The Entertainment License Agreements contain a mandatory arbitration provision and a waiver of class and collective actions.

61. The arbitration provision is unconscionable under West Virginia law and unenforceable because, inter alia:

(a) Plaintiffs were compelled to enter into the Entertainment Licensing Agreements in order to work as exotic dancers at Vixen's Gentlemen's Club and Taboo Gentlemen's Club and the arbitration provision is an unconscionable contract of adhesion.

(b) The arbitration provision requires the cost of arbitration to be equally borne by Plaintiffs and Defendants and, consequently, places an undue and unconscionable burden on Plaintiffs in any attempt to exercise and vindicate their legal rights through a legal claim.

(c) The arbitration provision lacks mutuality and is one-sided in favor of Defendants in connection with an arbitrator's ruling that a matter may proceed as a collective or class arbitration, i.e. the provision requires a stay of the arbitration to permit Defendants to move for judicial review of such decision, but provides no similar remedy to Plaintiffs for decisions by the arbitrator adverse to Plaintiffs.

(d) The arbitration provision contains punitive provisions to dissuade Plaintiffs from pursuing legitimate legal claims, i.e. the agreement contains provisions that the prevailing party in any challenge to the arbitration agreement, or any ruling arising out of

a claim between the parties, will be entitled to an award of costs and attorneys' fees.

Consequently, if Plaintiffs challenge the arbitration agreement, or fail in any claim brought in good faith, they will be responsible for Defendants' costs and attorneys' fees – a burden not found in any common or statutory law.

62. The arbitration provision further provides that the arbitrator “may not preside over any form of representative, class, or collective proceedings.”

63. The provision restricting the arbitrator's authority to preside over representative, class, or collective proceedings is unconscionable and unenforceable under West Virginia law.

64. Because the arbitration provision is generally unconscionable, the waiver of representative, class, or collective proceedings contained in the arbitration provision is unenforceable.

65. The waiver of representative, class, or collective proceedings contained in the arbitration provision violates the rights of employees to pursue work-related legal claims together as provided by the National Labor Relations Act, 29 U.S.C. § 157, and is, consequently, unenforceable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of similarly situated employees, pray for the following relief:

- (a) That this Court certify this action as an FLSA collective action and certify a class of employees similarly situated to Plaintiffs Breighner and Wolfe;
- (b) That Plaintiffs Breighner and Wolfe be designated as the collective class representatives;
- (c) That they and the certified class may have a trial by jury;
- (d) That they and the certified class be awarded all damages provided by law, including but not limited to, unpaid overtime wages;

- (e) That they and the certified class be awarded liquidated damages as provided by the FLSA;
- (f) That they and the certified class be awarded attorneys' fees and costs;
- (g) That this Court certify a class of employees similarly situated to Plaintiffs Breighner and Wolfe to pursue claims for unpaid wages and overtime wages under the West Virginia Minimum Wage and Maximum Hours Act, W. Va. Code § 21-5C-1 et seq.;
- (h) That they and the certified class be awarded unpaid wages, attorneys' fees and costs, and all remedies available under the West Virginia Minimum Wage and Maximum Hours Act, W. Va. Code § 21-5C-1 et seq.;
- (i) That this Court issue a declaration pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, that the mandatory arbitration agreement and waiver of representative, class and collective actions in the "Entertainment License Agreements" between Plaintiffs and similarly situated employees and Defendants are unconscionable and unenforceable;
- (g) That they and the certified class be awarded such other relief as this Court may deem as just and equitable.

**SAMANTHA BREIGHNER and
BRITTANNI WOLFE,**

By Counsel

s/ Mark Goldner
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Maria W. Hughes, Esq. (WV State Bar No. 7298)
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JS 44 (Rev. 08/16)

3:16-cv-144

CIVIL COVER SHEET

Received: 10/19/2016

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SAMANTHA BREIGHNER and BRITTANNI WOLFE, individually and on behalf of others similarly situated,

DEFENDANTS

Vixen's LLC, Taboo Gentlemen's Club LLC, Henry E. Worchester III, Henry E. Worchester IV, and Casey McGee

(b) County of Residence of First Listed Plaintiff Rockingham County, VA
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
Mark Goldner, Esq./Maria W. Hughes, Esq.
Hughes & Goldner, PLLC, PO Box 11662, Charleston, WV 25339
(304) 400-4816

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

FLSA 29 USC 216(b)

Brief description of cause:
claim for unpaid overtime wages - collective action

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 10/19/16 SIGNATURE OF ATTORNEY OF RECORD Mark Goldner

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Unpaid Wage Lawsuit Filed Against Vixen's, Taboo Gentlemen's Club](#)
